

Exhibit A

2011 JAN -3 P 2:07

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CLERK OF COURT
SAN DIEGO COUNTY, CA

*Attorneys for Plaintiff Jesse Meyer, on his own
behalf, and behalf of all others similarly situated*

VIA FAX

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JESSE MEYER, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiff,

v.

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Delaware limited
liability company, and DOES 1-100,
inclusive,

Defendants.

No. **37-2011-00003047-CU-BT-CTL**

CLASS ACTION COMPLAINT FOR

- (1) VIOLATION OF THE
TELECOMMUNICATIONS PRIVACY
ACT, 47 U.S.C § 227; AND
- (2) DECLARATORY RELIEF, CODE OF
CIVIL PROCEDURE, § 1060.

CLASS ACTION COMPLAINT

Plaintiff Jesse Meyer ("Meyer" or "Plaintiff"), makes this complaint against Defendant Portfolio Recovery Associates, Inc. ("PRA" or "Defendant"), and Does 1 to 100 (collectively, "Defendants"). Plaintiff's allegations as to his own actions are based on personal knowledge. The other allegations are based on his counsel's investigation of publicly available documents and interviews with witnesses, and information and belief.

Introduction

1. Defendant's business is the collection of accounts receivables from consumers. This case arises from Defendant's commission of unlawful acts in the course of making

Class Action Complaint

EXH A PG 1

1 telephone calls to consumers' cellular telephones. PRA uses an automatic telephone dialing
2 system (also known as an autodialer) to make telephone calls to cellular telephone numbers,
3 often without the prior express consent of the subscriber responsible for the cellular telephone
4 number. This practice violates the Telecommunications Privacy Act (47 U.S.C § 227).

5 2. Plaintiff has sustained actual damages and lost money and property in the form of
6 wasted or lost cell phone airtime. Plaintiff's actual damages also include emotional distress.
7 Plaintiff seeks injunctive relief and statutory damages on his class claim under the TCPA, as well
8 as actual damages and declaratory relief on his individual claims.

9 **Parties**

10 3. Plaintiff Jesse Meyer is a natural person residing in San Diego, California. Meyer
11 brings this action on behalf of himself and others similarly situated.

12 4. Defendant Portfolio Recovery Associates, Inc. is a Delaware limited liability
13 company which maintains its offices at 120 Corporate Boulevard, Norfolk, Virginia 23502. PRA
14 is a debt collector.

15 5. Plaintiff is currently ignorant of the true names and capacities, whether individual,
16 corporate, associate, or otherwise, of the Defendants sued herein under the fictitious names Does
17 1 through 100, inclusive, and therefore, sues such Defendants by such fictitious names. Plaintiff
18 will seek leave to amend this complaint to allege the true names and capacities of said fictitiously
19 named Defendants when their true names and capacities have been ascertained. Plaintiff is
20 informed and believes and based thereon alleges that each of the fictitiously named Doe
21 Defendants is legally responsible in some manner for the events and occurrences alleged herein,
22 and for the damages suffered by plaintiff. On information and belief, all Doe Defendants are
23 citizens of California.

24 6. Plaintiff is informed and believes and based thereon alleges that all defendants,
25 including the fictitious Doe Defendants, were at all relevant times acting as actual agents,
26 conspirators, ostensible agents, partners and/or joint venturers and employees of all other
27 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
28 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or

1 implied permission, knowledge, consent, authorization and ratification of their co-Defendants;
2 however, each of these allegations are deemed "alternative" theories whenever not doing so
3 would result in a contraction with the other allegations.

4 7. All Defendants, including Does 1 through 100, are collectively referred to as
5 "Defendants" or "PRA."

6 8. Whenever this complaint refers to any act of Defendants, the allegations shall be
7 deemed to mean the act of those defendants named in the particular cause of action, and each of
8 them, acting individually, jointly and severally, unless otherwise alleged.

9 **Jurisdiction and Venue**

10 9. This Court may exercise jurisdiction over this case and these parties under Code
11 of Civil Procedure § 410.10. This is a court of general jurisdiction, and the amount in
12 controversy exceeds this court's jurisdictional minimum. Plaintiff and all members of the
13 proposed Class are California residents.

14 10. The TCPA permits plaintiffs to, "if otherwise permitted by the laws or rules of
15 court of a State, bring in an appropriate court of that State" for violations. 47 U.S.C. § 227(b)(3).
16 The TCPA does not provide for federal subject matter jurisdiction. (See *Murphey v. Lanier* (9th
17 Cir. 2000) 204 F.3d 911, 915.)

18 11. Venue in this County is proper under Code of Civil Procedure section 395.5,
19 because PRA's liability arose in the County of San Diego.

20 12. All allegations in this complaint are based on information and belief and/or the
21 documents and information currently available and in the hands of Plaintiff's attorneys, and are
22 such that additional evidentiary support and detail will be forthcoming after a reasonable
23 opportunity for further investigation or discovery.

24 **The Telecommunications Privacy Act**

25 13. Congress enacted the Telecommunications Privacy Act in 1991. The TCPA
26 prohibits certain uses of telecommunications equipment that would interfere with telephone
27 service subscribers' privacy and/or property rights with respect to their telephone. In particular,
28 the TCPA provides that:

1 It shall be unlawful for any person within the United States, or any person outside
2 the United States if the recipient is within the United States to make any call
3 (other than a call made for emergency purposes or made with the prior express
4 consent of the called party) using any automatic telephone dialing system . . . to
5 any telephone number assigned to a . . . cellular telephone service . . .

6 47 U.S.C. § 227(b)(1)(A).

7 14. The TCPA provides telephone service subscribers a private right of action for
8 injunctive relief and statutory damages for violations:

9 A person or entity may . . . bring . . . an action based on a violation of [47 U.S.C.
10 § 227(b)] to enjoin such violation, an action to recover for actual monetary loss
11 from such a violation, or to receive \$500 in damages for each such violation,
12 whichever is greater, or both . . . If the court finds that the defendant willfully or
13 knowingly violated [47 U.S.C. § 227(b),] the court may, in its discretion, increase
14 the amount of the award to an amount equal to not more than 3 times the
15 [statutory damages available above].

16 47 U.S.C. § 227(b)(3).

17 **Plaintiff's Individual Allegations**

18 15. Meyer's individual allegations arise from PRA's attempts to collect an alleged
19 account balance which PRA purchased from the Computer Learning Center.

20 16. One of PRA's representatives called Meyer's cell phone on or about September 1,
21 2010. Meyer almost immediately terminated the call, and did not indicate to PRA that he
22 consented to calling his telephone.

23 17. PRA called Meyer's cell phone on November 4, 2010. During that call, Meyer
24 asked the representative how PRA obtained his number, and the representative said only that
25 PRA "had ways of getting numbers." Afterwards, Meyer indicated that PRA was calling a
26 cellular telephone number, instructed PRA not to call him again, and terminated the call.

27 18. PRA again called Meyer's cell phone on December 14, 2010. During that call,
28 Meyer stated that he had an attorney, that PRA should not to call him again, and then terminated
the call.

19. **PRA Called Meyer's Cellular Telephone With An Autodialer:** On information
and belief, PRA placed the September 1, November 4, and December 14 calls using an
autodialer, i.e., no human manually entered Meyer's cellular telephone number – rather, PRA's
telephone system electronically dialed Meyer's cellular telephone when it placed those calls.

1 PRA's telephone system is capable of storing, producing, and dialing any telephone number, and
2 is capable of storing, producing, and dialing telephone numbers using a random or sequential
3 number generator. PRA's telephone system otherwise constitutes an "automatic telephone
4 dialing system" under the meaning of 47 U.S.C. § 227(a)(1).

5 20. **PRA Called Meyer's Cellular Telephone Without His Prior Express**

6 **Consent:** Meyer last took classes from the Computer Learning Center in or about 1998 or 1999.
7 Meyer did not obtain a cellular telephone until in or about 2003. Meyer never provided his
8 cellular telephone number to the Computer Learning Center or to PRA, and did not consent
9 (either expressly or impliedly) to their using or calling his cellular telephone number. Rather, on
10 information and belief, PRA obtained his cellular telephone number from a skip-tracing service.
11 Meyer's cellular telephone number is assigned to AT&T Mobility Wireless Operations Holdings,
12 Inc., which is a cellular telephone service.

13 **Class Certification Allegations**

14 21. **Class Definition:** Meyer seeks to certify a class and brings this Complaint against
15 the Defendants, pursuant to Code of Civil Procedure section 382, on behalf of himself and the
16 following class:

17 All natural persons residing in California at the time this Complaint is filed who
18 received one or more telephone calls from Defendants or their agents to such
19 person's cellular telephone number, where Defendants did not obtain such cellular
20 telephone number from a voluntary transaction between the person and some third
21 party that assigned or sold any debt or claim resulting from such transaction to
22 Defendants ("the Class").

23 Excluded from the class are Defendants, any entity in which Defendants have a controlling
24 interest or which has a controlling interest in Defendants, and Defendants' agents, legal
25 representatives, predecessors, successors, assigns, and employees. Also excluded from the class
26 are the judge and staff to whom this case is assigned, and any member of the judge's immediate
27 family. Meyer reserves the right to revise the definition of the Class based on facts learned
28 during discovery. Meyer is a member of the Class that he seeks to represent.

29 22. Consistent with the definition of the Class set forth above, Meyer does not allege
30 that *all* of PRA's calls to California residents violated the TCPA or is included in the Class. First,

1 it is very likely the large majority of PRA's calls were made to landline telephones, rather than to
2 cellular telephones. (The calls to cellular telephones can be readily identified by comparing the
3 telephone numbers PRA made to commercial databases.)

4 23. Likewise, Meyer does not allege that all of PRA's calls to California cellular
5 telephone numbers are included in the class either. As defined above, the Class excludes any
6 calls to cellular telephone numbers which numbers PRA obtained from an original creditor.
7 PRA's business involves purchasing defaulted accounts receivables from third party creditors.
8 Consumers frequently provide their telephone numbers in the course of purchasing goods or
9 services from such creditors. The Class excludes any calls where the consumer voluntarily gave
10 his or her cellular telephone number to a creditor as part of a transaction, and then the creditor
11 gave PRA the telephone number when it assigned or sold the resulting defaulted account
12 receivable to PRA. Based on the information currently available to him, Meyer believes and so
13 alleges that the majority of PRA's calls involve numbers which were obtained in this manner
14 (and are therefore excluded from the Class).

15 24. In contrast, the Class only includes calls where the original creditor did not
16 provide PRA the telephone number and PRA instead obtained the telephone number from some
17 other source (in particular, a skip-tracing service). The Class includes situations where, for
18 example, Class members changed their cellular telephone number after transacting with the
19 original creditor, gave the creditor a landline telephone number or a different cellular telephone
20 number, or simply never gave the creditor any telephone number whatsoever. On information
21 and belief, these calls can be readily identified by cross-referencing PRA's own records.

22 25. **Class Numerosity:** The exact number of members of the Class is unknown and is
23 not available to Plaintiff at this time, but such information is readily ascertainable by Defendants.
24 Inferring from PRA's size, the likely volume of its calls, and the inadequacy of its training,
25 Plaintiff asserts that individual joinder of all members of the Class is likely to be impracticable.
26 However, Meyer expressly disavows any allegation that the number of Class members
27 necessarily equals or exceeds 100.

28 26. **Class Commonality:** Common questions of fact and law exist as to all members

1 of the Class and predominate over the questions affecting only individual members of the Class.
2 Identification of the individuals who qualify as a member of the Class will be sufficient to
3 establish liability to the Class member.

4 27. **Typicality:** Plaintiff's claims are typical of the claims of the other members of the
5 Class. Plaintiff is not different in any relevant way from any other member of the Class, and the
6 relief he seeks is common to the Class.

7 28. **Adequate Representation:** Plaintiff will fairly and adequately represent and
8 protect the interests of the other members of the Class: his interests do not conflict with their
9 interests. Plaintiffs have retained counsel competent and experienced in complex class actions,
10 and they intend to prosecute this action vigorously.

11 29. **Predominance and Superiority:** The Class alleged in this Complaint is
12 appropriate for certification because class proceedings are superior to all other available methods
13 for the fair and efficient adjudication of this controversy, since joinder of all members is
14 impracticable. The damages suffered by each individual member of the Class will likely be
15 relatively small, especially given the burden and expense of individual prosecution of the
16 complex litigation necessitated by Defendants' actions. It would be virtually impossible for Class
17 members to individually obtain effective relief from Defendant's misconduct. Even if Class
18 members themselves could sustain such individual litigation, it would still not be preferable to a
19 class action, because individual litigation would increase the delay and expense to all parties due
20 to the complex legal and factual controversies presented in this Complaint. By contrast, class
21 actions present far fewer management difficulties and provide the benefits of single adjudication,
22 economy of scale, and comprehensive supervision by a single Court. Economies of time, effort,
23 and expense will be fostered and uniformity of decisions will be ensured.

24 30. **Generally Applicable Policies:** This class action is also appropriate for
25 certification because Defendants have acted or refused to act on grounds generally applicable to
26 the class, thereby making appropriate final injunctive relief or corresponding declaratory relief
27 with respect to the Class as a whole. The policies of the Defendants challenged herein apply and
28 affect members of the Class uniformly, and Plaintiff's challenge of these policies hinges on

1 Defendants' conduct, not on facts or law applicable only to Plaintiff.

2 31. **Injunctive Relief is Appropriate:** Based on information and belief, PRA
3 continues to engage in the improper practices discussed above. Injunctive relief is necessary and
4 appropriate to enjoin Defendants' conduct and to prevent irreparable harm to Plaintiff and Class
5 members for which they have no adequate remedy at law.

6 **Class Allegations**

7 32. PRA makes outgoing calls to consumers and others in the regular course of its
8 business. PRA's telephone system uses an autodialer: i.e., when the telephone system makes a
9 call, it dials the numbers electronically, so that no human manually dials any telephone numbers.
10 PRA's telephone system is capable of storing, producing, and dialing any telephone number, and
11 is capable of storing, producing, and dialing telephone numbers using a random or sequential
12 number generator. PRA's telephone system otherwise constitutes an "automatic telephone
13 dialing system" under the meaning of 47 U.S.C. § 227(a)(1).

14 33. PRA frequently uses skip-tracing services to identify telephone numbers used by
15 consumers whom PRA wishes to call. PRA does not obtain these numbers from the original
16 creditor. A significant proportion of Californians use cellular telephones, and the same
17 proportion of numbers are assigned to a cellular telephone service.

18 34. When PRA obtains such numbers from a skip-tracing service, it does not have
19 prior express consent to call those numbers. Consistent with the definition of the Class set forth
20 above, the Class members are persons residing in California who (1) received a call that was
21 automatically dialed by PRA's telephone system; (2) to their cellular telephone number; (3)
22 which number PRA obtained from a skip-tracing service, and not as the result of the Class
23 member's transaction with a creditor or alleged creditor.

24 **FIRST CAUSE OF ACTION:**
25 **Violation of TCPA Against PRA**
26 **by Plaintiff Individually and on Behalf of the Class**

27 35. Plaintiff hereby incorporates by reference the allegations contained in all
28 preceding paragraphs of this complaint. Plaintiff asserts this claim on behalf of himself and the
Class Members.

1 36. PRA makes outgoing calls to consumers and others in the regular course of its
2 business. PRA's telephone system uses an autodialer: i.e., when the telephone system makes a
3 call, it dials the numbers automatically, so that no human manually dials any telephone numbers.
4 PRA's telephone system is capable of storing, producing, and dialing any telephone number, and
5 is capable of storing, producing, and dialing telephone numbers using a random or sequential
6 number generator. PRA's telephone system otherwise constitutes an "automatic telephone
7 dialing system" under the meaning of 47 U.S.C. § 227(a)(1).

8 37. PRA frequently uses skip-tracing services to identify telephone numbers used by
9 consumers whom PRA wishes to call. PRA does not obtain these numbers from the original
10 creditor. A significant proportion of Californians use cellular telephones, and a similar
11 proportion of numbers are assigned to a cellular telephone service. When PRA obtains such
12 numbers from a skip-tracing service, it does not have prior express consent to call those
13 numbers.

14 38. PRA violated 47 U.S.C. § 227(b)(1)(A)(iii) by placing telephone calls to Meyer
15 and the other members of the Class (1) that were automatically dialed by PRA's telephone
16 system; (2) made to a cellular telephone number; (3) which number PRA obtained from a skip-
17 tracing service, and not as the result of the Class member's transaction with a creditor or alleged
18 creditor.

19 39. Meyer, on his own behalf, and behalf of the other Class members, seeks to
20 recover statutory damages, as well as injunctive and equitable relief under 47 U.S.C. § 227(b)(3).
21 Meyer brings this action as a private attorney general, and to vindicate and enforce an important
22 right affecting the public interest. Meyer is therefore entitled to an award of attorneys' fees under
23 Code of Civil Procedure section 1021.5 for bringing this action.

24 **SECOND CAUSE OF ACTION:**
25 **Declaratory Relief, Code of Civil Procedure Section 1060**
26 **By Plaintiff, individually only, against All Defendants**

27 40. Plaintiff hereby incorporates by reference the allegations contained in all
28 preceding paragraphs of this complaint. Plaintiff asserts this claim on behalf of himself only.

 41. PRA's efforts to collect money from Meyer arise from an alleged debt for

1 purported "services" from the Computer Learning Center. Meyer last took classes from the
2 Computer Learning Center in 1998 or 1999. Whatever other issues Meyer has had with the
3 Computer Learning Center, or whatever other legal defenses Meyer might assert, the alleged
4 debt is dispositively time-barred under Code of Civil Procedure 337.

5 42. Defendants have asserted that Meyer owes this alleged debt, and Meyer disputes
6 this. There is an actual controversy and dispute between Meyer and Defendants relating to the
7 legal rights and duties of this alleged debt. Disputing this controversy has caused Meyer to incur
8 concrete, actual harm, including lost time and expenses in communicating with Defendants. The
9 controversy between Defendants and Meyer has sufficient immediacy and reality to warrant the
10 issuance of a declaratory judgment. Meyer, on an individual basis and not on a class basis, seeks
11 a declaratory judgment under Code of Civil Procedure section 1060 that he is not liable for the
12 alleged debt.

13 WHEREFORE, Plaintiff Jesse Meyer prays that the Court enter judgment and orders in
14 his favor and against Portfolio Recovery Associates, LLC and Does 1 to 100 as follows:

- 15 a. An order certifying the Class, directing that this case proceed as a class action,
16 and appointing Meyer and his counsel to represent the Class;
- 17 b. Judgment against Defendants, and in favor of Meyer and the other Class members
18 in the amount of \$500 per violation of the TCPA as proven at trial;
- 19 c. Equitable and injunctive relief, including injunctions enjoining further violations
20 of the TCPA;
- 21 d. Declaratory judgment against Defendants, and in favor of Meyer, that the alleged
22 debt from the Computer Learning Center is time-barred;
- 23 e. An order granting costs and attorneys' fees; and
- 24 f. Such other and further relief as this Court may deem appropriate.
- 25
- 26
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- 28

1 Dated: December 30, 2010

By: 

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*Attorneys for Plaintiff Jesse Meyer, on his
own behalf, and behalf of all others
similarly situated*

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**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

PORTFOLIO RECOVERY ASSOCIATES, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**JESSE MEYER, on his own behalf and on behalf of all others similarly
situated**

2011 FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) 06

SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUM-100

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court, County of San Diego
220 West Broadway
San Diego, California 92101

CASE NUMBER:
(Número del Caso):

37-2011-00083047-CU-BT-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ethan Preston, 21001 N. Tatum Blvd., Ste. 1630-430, Phoenix, AZ85050, (480) 269-9540

DATE:
(Fecha) JAN - 3 2011

Clerk, by
(Secretario) T. Lusch T. Lusch Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ethan Preston (263295) PRESTON LAW OFFICES 21001 N. Tatum Blvd., Suite 1630-430 Phoenix, Arizona 85050 TELEPHONE NO.: (480) 269-9540 FAX NO.: (866) 509-1197 ATTORNEY FOR (Name): Jesse Meyer		FOR COURT USE ONLY JUDGE 12 DIVISION 2011 JAN -3 P 2:07 SUPERIOR COURT SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 220 West Broadway MAILING ADDRESS: 220 West Broadway CITY AND ZIP CODE: San Diego, California 92101 BRANCH NAME: Hall of Justice-Main		
CASE NAME:		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		CASE NUMBER: 37-2011-00003047-CU-BT-CTL JUDGE: DEPT:
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PIPD/WD (23)
Non-PIPD/WD (Other) Tort
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PIPD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 30, 2010

Ethan Preston

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

VIA FAX

EXH A PG 13

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 West Broadway
MAILING ADDRESS: 330 West Broadway
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central
TELEPHONE NUMBER: (619) 450-7061

PLAINTIFF(S) / PETITIONER(S): Jesse Meyer

DEFENDANT(S) / RESPONDENT(S): Portfolio Recovery Associates LLC

MEYER VS. PORTFOLIO RECOVERY ASSOCIATES LLC

NOTICE OF CASE ASSIGNMENT

CASE NUMBER:

37-2011-00083047-CU-BT-CTL

Judge: John S. Meyer

Department: C-61

COMPLAINT/PETITION FILED: 01/03/2011**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service. (SDSC Local Rule 2.1.7)

CASE MANAGEMENT CONFERENCE: A Case Management Conference will be set within 150 days of filing the complaint.

ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION. IF THE CASE IS ORDERED TO ARBITRATION PURSUANT TO CODE CIV. PROC. 1411.11, THE COSTS OF ARBITRATION WILL BE PAID BY THE COURT PURSUANT TO CODE CIV. PROC. 1141.28.

FOR MORE INFORMATION, SEE THE ATTACHED ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730)

1 ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

2 Edward D. Lodgen, Bar No. 155168
3 Julia V. Lee, Bar No. 252417
4 2049 Century Park East, Suite 3400
5 Los Angeles, CA 90067-3208
6 Telephone: 310-552-0130
7 Facsimile: 310-229-5800

8 Christopher W. Madel
9 MN Reg. No. 230297 (*pro hac vice pending*)
10 Jennifer M. Robbins
11 MN Reg. No. 387745 (*pro hac vice pending*)
12 800 LaSalle Avenue
13 2800 LaSalle Plaza
14 Minneapolis, MN 55402-2015
15 Telephone: 612-349-8500
16 Facsimile: 612-339-4181

17 *Attorneys for Defendant Portfolio Recovery*
18 *Associates, LLC*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**

15 JESSE MEYER, an individual, on his own
16 behalf and on behalf of all others similarly
17 situated,

17 Plaintiff,

18 v.

19 PORTFOLIO RECOVERY
20 ASSOCIATES, LLC, a Delaware limited
21 liability company, and DOES 1-100,
22 inclusive,
23 Defendant.

Case No. 37-2011-00083047-CU-BT-CTL

[Assigned for all purposes to the Honorable
John S. Meyer]

**NOTICE OF ENTRY OF ORDER
APPROVING STIPULATION**

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

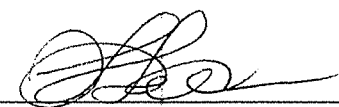
PLEASE TAKE NOTICE THAT the *Stipulation to Extend Time to Respond to Initial Complaint By Not More Than 15 Days*, entered by and between the parties on or about January 28, 2011 ("Stipulation"), has been approved by the Court on February 16, 2011. A copy of the filed Stipulation and the signed Court Order are attached hereto as **Exhibit 1**.

Respectfully,

DATED: February 24, 2011

ROBINS, KAPLAN, MILLER & CIRESI L.L.P.

By



Edward D. Lodgen

Julia V. Lee

Attorneys for Defendant

PORTFOLIO RECOVERY ASSOCIATES, LLC

EXHIBIT 1

COPY

Edward D. Lodgen, Bar No. 155168
Julia V. Lee, Bar No. 252417
ROBINS, KAPLAN, MILLER & CIRESI
L.L.P.
2049 Century Park East, Suite 3400
Los Angeles, CA 90067-3208
Telephone: 310-552-0130
Facsimile: 310-229-5800

F I L E D
Clerk of the Superior Court

FEB 16 2011

By: G. CERVANTES, Deputy

*Attorney for Defendant Portfolio Recovery
Associates, LLC*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JESSE MEYER, an individual, on
his own behalf and on behalf of all
others similarly situated,

Plaintiff,

v.

PORTFOLIO RECOVERY
ASSOCIATES, LLC, a Delaware
limited liability company, and DOES
1-100, inclusive

Defendant.

No. 37-2011-00083047-CU-CTL

**STIPULATION TO EXTEND TIME
TO RESPOND TO INITIAL
COMPLAINT BY NOT MORE THAN
15 DAYS (L.R. 2.1.6)**

Service:

January 4, 2011

Current response date:

February 3, 2011

New response date as to Defendant:

February 18, 2011

///

///

Plaintiff Jesse Meyer ("Plaintiff") and Defendant PORTFOLIO RECOVERY
ASSOCIATES, LLC ("Defendant"), by and through their respective undersigned
counsel, hereby stipulate and agree as follows:

WHEREAS Plaintiff served Defendant with a copy of the Complaint on
January 4, 2011;

1 WHEREAS the current due date for Defendant PORTFOLIO RECOVERY
2 ASSOCIATES, LLC to respond to the to the Complaint is February 3, 2011;

3 WHEREAS, Defendant requires additional time to file a responsive pleading
4 to the Complaint.

5 IT IS HEREBY STIPULATED AND AGREED by the undersigned parties,
6 through their counsel of record that the time for Defendant to respond to the
7 Complaint shall be extended by 15 days from February 3, 2011, which is the
8 earliest date a responsive pleading, is due. Thus, Defendant shall file and serve a
9 responsive pleading no later than February 18, 2011. Further, the parties agree that
10 this stipulation may be executed in counterparts and by fax or electronic signature.

11
12
13 DATED: January 19, 2011

**ROBINS, KAPLAN, MILLER & CIRESI
L.L.P.**

14 By: 
15

Julia V. Lee

16
17 DATED: Jan. 24, 2011

**ATTORNEYS FOR DEFENDANT
PORTFOLIO RECOVERY ASSOCIATES,
LLC
PRESTON LAW OFFICES**

18
19 By: 
20

Ethan Preston

**ATTORNEYS FOR PLAINTIFF
JESSE MEYER**

~~PROPOSED~~ ORDER

Based upon the Stipulation of the parties, IT IS ORDERED that:

1. The time for Defendant PORTFOLIO RECOVERY ASSOCIATES, LLC to answer or otherwise respond to Plaintiffs' Complaint shall be extended to no later than February 18, 2011.

DATED: FEB 16 2011, 2011

By: JOHN S. MEYER
Hon. John Meyer
Judge of the Superior Court

PROOF OF SERVICE

I, **Lina Yi**, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within entitled action. My business address is Suite 3400, 2049 Century Park East, Los Angeles, California 90067-3208.

On January 28, 2011, I served a copy of the within document(s): **STIPULATION TO EXTEND TIME TO RESPOND TO INITIAL COMPLAINT BY NOT MORE THAN 15 DAYS (L.R. 2.1.6)**

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ By Federal Express - Overnight: I caused such envelope to be deposited in a box or other facility regularly maintained by Federal Express in an envelope or package designated by Federal Express with delivery fees paid, addressed as stated above.

Ethan Preston
PRESTON LAW OFFICES
21001 North Tatum Blvd.
Suite 1630-430
Phoenix, Arizona 85050
Tel: (480) 269-9540
Fax: (866) 509-1197
Email: ep@eplaw.us

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **January 28**, 2011, at Los Angeles, California.



LINA YI

PROOF OF SERVICE

I, **Lina Yi**, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within entitled action. My business address is Suite 3400, 2049 Century Park East, Los Angeles, California 90067-3208.

On February 21, 2011, I served a copy of the within document(s):

NOTICE OF ENTRY OF ORDER APPROVING STIPULATION

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Ethan Preston
PRESTON LAW OFFICES
21001 North Tatum Blvd.
Suite 1630-430
Phoenix, Arizona 85050
Tel: (480) 269-9540
Fax: (866) 509-1197
Email: ep@eplaw.us
Attorney for Plaintiff, Jesse Meyer

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 21, 2011, at Los Angeles, California.



LINA YI